

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 21

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

CONTINUATION

Payment by Government Credit Card

Payment Method: Visa

Cardholder Name: Vincent E. Daniels

Card Number: 4716 3000 XXXX XXXX

Expiration Date: XX / XX

Contact cardholder for complete credit card information at (206)-764-3572.

Mail a copy of the invoice to the address in Block 9, fax to Attn: Vincent Daniels at (206)-764-6817, or email to vincent.e.daniels@nws02.usace.army.mil.

Invoice address:

Corps of Engineers, Seattle District

CENWS-CT-PR

Attn: Vincent Daniels

P.O. Box 3755

Seattle, WA 98124-3755

Credit card charges shall not occur unless all work covered under this purchase order has been completed in its entirety in strict accordance with the statement of work. No partial payments are allowed under this purchase order.

Notice to proceed is hereby issued with this signed purchase order.

Vincent Daniels gave verbal confirmation of award on September 28, 2005 to Mike Skiles.

CF:

Mike Skiles, (miskiles@amayaelectric.com)

Cheri Laffon, (cheril@amayaelectric.com)

Ph: (253)-582-8566 Fax: (253)-582-8568

Richard J. Wright

Li Lin

Vincent Daniels

File

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$16,700.00	\$16,700.00 NTE

Door Annunciator / Webcam
FFP

Provide all labor, materials, and equipment to install the following:

(1) DL-450 PLC, with Ethernet Module, 8 slot chassis, and 32 point input module for connection to door switches and provision for future I/O to allow data transfer to/from dam and main office.

(1) 8" Color Touch Panel located in main office for door annunciation, and to allow provision for future data communication and /or transfer from dam to main office.

(2) 8 port Ethernet switches with fiber ports for connection between dam and main office.

New 24 VDC LED pilot lamps to replace existing 120 Volt incandescent lamps in door annunciators at dam.

New 24VDC power supply in PLC cabinet to power pilot lamps and door switch inputs, and an additional 24VDC power supply in office for the touch panel.

Install new terminations for spare fiber optic cables in the comm cabinet at the dam.

(1) PTZ Webcam, with audio in the Hydraulic Room at the dam in accordance with the attached drawings.

PURCHASE REQUEST NUMBER: W68MD9-5048-1562

NET AMT	\$16,700.00
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ACRN AA Funded Amount	\$16,700.00
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FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31220000 082433 323082J50G075433 NA 96453
COST 000000000000
CODE:
AMOUNT: \$16,700.00

CLAUSES INCORPORATED BY REFERENCE

52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.232-11	Extras	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the

date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUL 2005) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ____ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- _X_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- _X_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- _X_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _X_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- _X_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- _X_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ____ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- _X_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ____ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- _X_ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ____ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- ____ (ii) Alternate I (JAN 2004) of 52.225-3.
- ____ (iii) Alternate II (JAN 2004) of 52.225-3.
- ____ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- _X_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ____ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ____ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _X_ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

 X (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

WAGE RATES
94-2563 WA, SEATTLE

WAGE DETERMINATION NO: 94-2563 REV (28) AREA: WA, SEATTLE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD: 94-2564

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U. S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D. C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No.: 1994-2563
Revision No.: 28
Date Of Revision: 05/23/2005

State: Washington

Area: Washington Counties of King, Snohomish, Whatcom

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	11.92
01012 - Accounting Clerk II	13.23
01013 - Accounting Clerk III	15.44
01014 - Accounting Clerk IV	17.28
01030 - Court Reporter	16.18
01050 - Dispatcher, Motor Vehicle	17.90
01060 - Document Preparation Clerk	13.20
01070 - Messenger (Courier)	11.90
01090 - Duplicating Machine Operator	13.12
01110 - Film/Tape Librarian	13.09
01115 - General Clerk I	10.34
01116 - General Clerk II	11.53
01117 - General Clerk III	14.80
01118 - General Clerk IV	16.82
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	12.58
01132 - Key Entry Operator II	15.36
01191 - Order Clerk I	12.55
01192 - Order Clerk II	16.10
01261 - Personnel Assistant (Employment) I	13.21
01262 - Personnel Assistant (Employment) II	14.66
01263 - Personnel Assistant (Employment) III	16.20
01264 - Personnel Assistant (Employment) IV	18.61
01270 - Production Control Clerk	18.66
01290 - Rental Clerk	13.33
01300 - Scheduler, Maintenance	15.66
01311 - Secretary I	14.97
01312 - Secretary II	15.92
01313 - Secretary III	17.77
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	15.66
01341 - Stenographer I	13.61
01342 - Stenographer II	15.66
01400 - Supply Technician	21.03
01420 - Survey Worker (Interviewer)	15.58

01460 - Switchboard Operator-Receptionist	12. 38
01510 - Test Examiner	16. 18
01520 - Test Proctor	16. 18
01531 - Travel Clerk I	12. 28
01532 - Travel Clerk II	13. 20
01533 - Travel Clerk III	14. 12
01611 - Word Processor I	13. 46
01612 - Word Processor II	15. 66
01613 - Word Processor III	18. 65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15. 66
03041 - Computer Operator I	15. 66
03042 - Computer Operator II	16. 73
03043 - Computer Operator III	19. 24
03044 - Computer Operator IV	21. 87
03045 - Computer Operator V	24. 27
03071 - Computer Programmer I (1)	16. 86
03072 - Computer Programmer II (1)	20. 89
03073 - Computer Programmer III (1)	27. 62
03074 - Computer Programmer IV (1)	27. 62
03101 - Computer Systems Analyst I (1)	27. 62
03102 - Computer Systems Analyst II (1)	27. 62
03103 - Computer Systems Analyst III (1)	27. 62
03160 - Peripheral Equipment Operator	16. 59
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21. 30
05010 - Automotive Glass Installer	20. 34
05040 - Automotive Worker	20. 34
05070 - Electrician, Automotive	21. 01
05100 - Mobile Equipment Servicer	18. 98
05130 - Motor Equipment Metal Mechanic	21. 73
05160 - Motor Equipment Metal Worker	20. 34
05190 - Motor Vehicle Mechanic	21. 69
05220 - Motor Vehicle Mechanic Helper	18. 29
05250 - Motor Vehicle Upholstery Worker	19. 67
05280 - Motor Vehicle Wrecker	20. 34
05310 - Painter, Automotive	21. 01
05340 - Radiator Repair Specialist	20. 34
05370 - Tire Repairer	16. 61
05400 - Transmission Repair Specialist	21. 73
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9. 70
07010 - Baker	13. 92
07041 - Cook I	11. 74
07042 - Cook II	12. 83
07070 - Dishwasher	9. 59
07130 - Meat Cutter	18. 25
07250 - Waiter/Waitress	11. 91
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21. 06
09040 - Furniture Handler	16. 94
09070 - Furniture Refinisher	21. 06
09100 - Furniture Refinisher Helper	18. 25
09110 - Furniture Repairer, Minor	19. 54
09130 - Upholsterer	21. 06
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	11. 36
11060 - Elevator Operator	10. 92
11090 - Gardener	14. 37
11121 - House Keeping Aid I	9. 57
11122 - House Keeping Aid II	10. 92
11150 - Janitor	11. 69
11210 - Laborer, Grounds Maintenance	13. 01
11240 - Maid or Houseman	9. 57
11270 - Pest Controller	15. 16
11300 - Refuse Collector	14. 37
11330 - Tractor Operator	13. 50
11360 - Window Cleaner	12. 32
12000 - Health Occupations	
12020 - Dental Assistant	16. 74

12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	18.11
12071 - Licensed Practical Nurse I	14.93
12072 - Licensed Practical Nurse II	16.77
12073 - Licensed Practical Nurse III	18.77
12100 - Medical Assistant	13.30
12130 - Medical Laboratory Technician	15.73
12160 - Medical Record Clerk	16.10
12190 - Medical Record Technician	17.63
12221 - Nursing Assistant I	9.66
12222 - Nursing Assistant II	10.72
12223 - Nursing Assistant III	11.85
12224 - Nursing Assistant IV	14.10
12250 - Pharmacy Technician	15.97
12280 - Phlebotomist	14.10
12311 - Registered Nurse I	24.56
12312 - Registered Nurse II	29.96
12313 - Registered Nurse II, Specialist	29.96
12314 - Registered Nurse III	35.61
12315 - Registered Nurse III, Anesthetist	35.61
12316 - Registered Nurse IV	39.92
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.18
13011 - Exhibits Specialist I	19.81
13012 - Exhibits Specialist II	22.58
13013 - Exhibits Specialist III	27.78
13041 - Illustrator I	19.68
13042 - Illustrator II	22.44
13043 - Illustrator III	27.61
13047 - Librarian	25.37
13050 - Library Technician	16.06
13071 - Photographer I	16.01
13072 - Photographer II	20.51
13073 - Photographer III	22.58
13074 - Photographer IV	27.78
13075 - Photographer V	34.14
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	9.02
15030 - Counter Attendant	9.02
15040 - Dry Cleaner	11.38
15070 - Finisher, Flatwork, Machine	9.021
15090 - Presser, Hand	6.02
15100 - Presser, Machine, Drycleaning	9.02
15130 - Presser, Machine, Shirts	9.02
15160 - Presser, Machine, Wearing Apparel, Laundry	9.02
15190 - Sewing Machine Operator	12.18
15220 - Tailor	19.98
15250 - Washer, Machine	9.81
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	21.09
19040 - Tool and Die Maker	23.67
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.82
21020 - Material Coordinator	18.19
21030 - Material Expediter	18.12
21040 - Material Handling Laborer	15.41
21050 - Order Filler	12.19
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	18.06
21100 - Shipping/Receiving Clerk	15.76
21130 - Shipping Packer	15.76
21140 - Store Worker I	13.41
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	17.05
21210 - Tools and Parts Attendant	18.57
21400 - Warehouse Specialist	18.06
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.71
23040 - Aircraft Mechanic Helper	18.64
23050 - Aircraft Quality Control Inspector	27.53
23060 - Aircraft Servicer	19.90
23070 - Aircraft Worker	21.03

23100 - Appliance Mechanic	21.06
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	27.27
23130 - Carpenter, Maintenance	24.72
23140 - Carpet Layer	24.29
23160 - Electrician, Maintenance	31.22
23181 - Electronics Technician, Maintenance I	22.01
23182 - Electronics Technician, Maintenance II	23.72
23183 - Electronics Technician, Maintenance III	27.85
23260 - Fabric Worker	19.84
23290 - Fire Alarm System Mechanic	21.71
23310 - Fire Extinguisher Repairer	18.98
23340 - Fuel Distribution System Mechanic	23.03
23370 - General Maintenance Worker	17.86
23400 - Heating, Refrigeration and Air Conditioning Mechanic	24.63
23430 - Heavy Equipment Mechanic	22.62
23440 - Heavy Equipment Operator	25.60
23460 - Instrument Mechanic	22.80
23470 - Laborer	12.08
23500 - Locksmith	20.96
23530 - Machinery Maintenance Mechanic	21.75
23550 - Machinist, Maintenance	20.97
23580 - Maintenance Trades Helper	17.93
23640 - Millwright	24.46
23700 - Office Appliance Repairer	22.20
23740 - Painter, Aircraft	22.63
23760 - Painter, Maintenance	21.06
23790 - Pipefitter, Maintenance	28.79
23800 - Plumber, Maintenance	26.79
23820 - Pneudraulic Systems Mechanic	22.80
23850 - Rigger	21.71
23870 - Scale Mechanic	21.11
23890 - Sheet-Metal Worker, Maintenance	23.77
23910 - Small Engine Mechanic	20.41
23930 - Telecommunication Mechanic I	22.58
23931 - Telecommunication Mechanic II	23.22
23950 - Telephone Lineman	22.58
23960 - Welder, Combination, Maintenance	21.71
23965 - Well Driller	22.80
23970 - Woodcraft Worker	22.62
23980 - Woodworker	18.89
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.23
24580 - Child Care Center Clerk	11.51
24600 - Chore Aid	9.96
24630 - Homemaker	16.15
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	24.25
25040 - Sewage Plant Operator	24.00
25070 - Stationary Engineer	24.25
25190 - Ventilation Equipment Tender	18.82
25210 - Water Treatment Plant Operator	24.00
27000 - Protective Service Occupations	
(not set) - Police Officer	26.14
27004 - Alarm Monitor	19.25
27006 - Corrections Officer	22.62
27010 - Court Security Officer	25.57
27040 - Detention Officer	23.51
27070 - Firefighter	25.24
27101 - Guard I	10.63
27102 - Guard II	18.63
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	20.84
28020 - Hatch Tender	20.84
28030 - Line Handler	20.84
28040 - Stevedore I	18.49
28050 - Stevedore II	21.74
29000 - Technical Occupations	
21150 - Graphic Artist	23.86
29010 - Air Traffic Control Specialist, Center (2)	32.84

29011 - Air Traffic Control Specialist, Station (2)	22. 64
29012 - Air Traffic Control Specialist, Terminal (2)	24. 95
29023 - Archeological Technician I	17. 61
29024 - Archeological Technician II	19. 69
29025 - Archeological Technician III	24. 40
29030 - Cartographic Technician	24. 40
29035 - Computer Based Training (CBT) Specialist/ Instructor	28. 32
29040 - Civil Engineering Technician	24. 46
29061 - Drafter I	15. 69
29062 - Drafter II	17. 61
29063 - Drafter III	20. 19
29064 - Drafter IV	24. 40
29081 - Engineering Technician I	15. 75
29082 - Engineering Technician II	17. 68
29083 - Engineering Technician III	19. 95
29084 - Engineering Technician IV	24. 62
29085 - Engineering Technician V	29. 98
29086 - Engineering Technician VI	36. 27
29090 - Environmental Technician	21. 72
29100 - Flight Simulator/Instructor (Pilot)	35. 02
29160 - Instructor	25. 77
29210 - Laboratory Technician	21. 18
29240 - Mathematical Technician	24. 40
29361 - Paralegal/Legal Assistant I	19. 04
29362 - Paralegal/Legal Assistant II	23. 51
29363 - Paralegal/Legal Assistant III	25. 94
29364 - Paralegal/Legal Assistant IV	34. 75
29390 - Photooptics Technician	24. 40
29480 - Technical Writer	29. 98
29491 - Unexploded Ordnance (UXO) Technician I	20. 88
29492 - Unexploded Ordnance (UXO) Technician II	25. 26
29493 - Unexploded Ordnance (UXO) Technician III	30. 28
29494 - Unexploded (UXO) Safety Escort	20. 88
29495 - Unexploded (UXO) Sweep Personnel	20. 88
29620 - Weather Observer, Senior (3)	20. 86
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18. 32
29622 - Weather Observer, Upper Air (3)	18. 32
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16. 95
31260 - Parking and Lot Attendant	10. 06
31290 - Shuttle Bus Driver	13. 66
31300 - Taxi Driver	10. 74
31361 - Truckdriver, Light Truck	13. 66
31362 - Truckdriver, Medium Truck	19. 58
31363 - Truckdriver, Heavy Truck	18. 28
31364 - Truckdriver, Tractor-Trailer	18. 28
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10. 90
99030 - Cashier	11. 54
99041 - Carnival Equipment Operator	11. 62
99042 - Carnival Equipment Repairer	12. 07
99043 - Carnival Worker	10. 26
99050 - Desk Clerk	10. 81
99095 - Embalmer	22. 09
99300 - Lifeguard	10. 97
99310 - Mortician	22. 27
99350 - Park Attendant (Aide)	13. 78
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	12. 87
99500 - Recreation Specialist	14. 96
99510 - Recycling Worker	15. 53
99610 - Sales Clerk	12. 04
99620 - School Crossing Guard (Crosswalk Attendant)	13. 53
99630 - Sport Official	10. 97
99658 - Survey Party Chief (Chief of Party)	24. 57
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	19. 31
99660 - Surveying Aide	12. 87
99690 - Swimming Pool Operator	18. 42
99720 - Vending Machine Attendant	17. 56
99730 - Vending Machine Repairer	17. 65
99740 - Vending Machine Repairer Helper	17. 56

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

****NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.